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Questions/Responses #1
MHCC 10-013 Data Processing Services to Support Preparation of Summary Tabulations Analyzing Hospital Administrative Data Sets
March 24, 2010

Questions/Responses:

1.   What is the current process for extracting data?

MHCC receives ASCII data sets and converts to SAS. From SAS, specific output in an Excel format is prepared. MHCC can provide the data sets to the contractor in an ASCII or SAS format.

2.   Will the contractor have access to MHCC's in-house data base?

MHCC will provide the contractor with copies of the data base files to be analyzed. The Maryland hospital data files are updated on a quarterly basis. The data for District of Columbia hospitals is updated annually.

3.   Will the contractor need to load any of MHCC's internal software for access to the large databases?

No.

4.   Is there an IT person to discuss compatibility and functionality of interfaces?

Leslie LeBrecque, Chief, Data Base and Applications Development, is the contact for IT questions relating to compatibility and functionality of interfaces. Questions to Ms. LeBrecque should be in writing and directed to Sharon Wiggins, Procurement Officer, MHCC.

5.   Is work plan approval needed to start the project?

MHCC will provide written specifications for each data request. The specifications will detail the time period covered by the data request and the variables to be tabulated. The format of the data request will also be specified.

6.   Are there an anticipated number of request weekly and will the contractor set the hours.

The number and scope of the data requests will vary from week to week depending on the projects and analyses that MHCC is required to process. On average, 1-2 data tabulations would be requested weekly. The scope and complexity of those requests will also vary. Some of the requests will be run only one time while other requests will be run multiple times as updated quarterly information is received.

7.   Is the Job category actually a data programmer or data mining personnel that manipulates and designs file layouts and formats.

The bid board requires that the vendor have the ability to program and produce data tabulations from existing files.

8.   Is the data from the standard MDS form?

The file formats of the Maryland data sets are available on the website of the Health Services Cost Review Commission at: www.hscrc.state.md.us

9.   Is information encrypted with security measures to merge and link data?

MHCC will arrange to transmit the files to the vendor in a secure manner. The vendor will be required to sign a standard Data Use Agreement with MHCC (attached).

10.   As per the language on Pg. 2, Will there need to be different personnel for each data request or just one overall project manager?

Staffing for the project is the responsibility of the vendor. The vendor should have a designated staff person assigned to communicate with MHCC regarding the status of the request.

11.   Will we receive a file for each data set request?

MHCC will provide the contractor with copies of the data base files to be analyzed. The Maryland hospital data files are updated on a quarterly basis and will be provided to the contractor on that basis. The data for District of Columbia hospitals is updated annually.

MHCC DATA USE AGREEMENT
AGREEMENT FOLLOWING
MARYLAND HEALTH CARE COMMISSION
DISCLOSURE OF DATA

This is an agreement between the _____, hereafter "Contractor," and the Maryland Health Care Commission (MHCC). It is for the purpose of ensuring the confidentiality, integrity and security of data maintained in the MHCC system of records while allowing for a partial, restricted disclosure of enumerated information and/or records to the Contractor, subject to conditions.

Background: will use the Maryland Hospital Discharge Data Set under work defined in Contract **MHCC_____** and the supporting materials, from _____ through _____ 201_.

1. **Conditions stating Scope of Use of the Information.** The Contractor warrants that the facts, statements, and other representations made in its Contract with the MHCC regarding the projected scope of use of the information and all other aspects of the information are complete and accurate. The Contractor is bound by the terms of its Contract in its use of the data requested. At the conclusion of this agreement or on the completion of work, the Contractor will return all data files, including analysis files developed for work under the contract, or certify to the MHCC that all data has been removed from the Contractor's system and that all back-up files have been destroyed by the Contractor.

2. **Conditions Establishing Safeguards for Protection of Data Confidentiality.** The Contractor warrants that all patient-specific information will be maintained on a password-protected computer and in a locked office. No patient-specific information will be disclosed to any person or entity outside of the parties stated under the contract and in supporting documentation. The terms of the contract are express representations, which Requester warrants and guarantees it will perform and are included among its obligations under this Agreement. The Contractor shall not disclose, release, reveal, show, sell, lease, loan, or otherwise grant access to the data covered by this agreement except as expressly authorized under the terms of the contract. Within the Contractor's organization, access to the data shall be limited to the minimum number of individuals necessary to achieve the purpose and access shall be granted only on a need-to-know basis.

3. **Breach of Agreement.** Any unauthorized use of the data provided by virtue of this agreement shall constitute a breach of the agreement. Any breach of security or unauthorized disclosure shall constitute a breach of this agreement. Any violation of state or federal law with respect to disclosure of this data shall constitute a breach of this agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Contractor to comply with the terms and obligations of this Agreement may constitute a breach of the agreement. Any alleged failure of the MHCC to immediately claim or act upon a breach does not constitute a waiver of a breach.

4. **Consequences upon Breach of Agreement.** In the event that the MHCC, in its sole discretion, has a reasonable belief that the Contractor is in breach of this agreement, it may choose among the following options: a) to investigate the matter, including on-site inspection for which the Contractor shall provide access; b) to resolve the dispute by a plan of correction or other alternative; or c) to declare a breach and demand the return of any and all data released under this agreement and to provide no further data.

5. **Other Remedies.** Notwithstanding and in addition to the special provisions referenced in paragraph 4 above, the MHCC may exercise any and all legal, equitable, and criminal referral remedies in the event of a breach of this agreement. In the event that the MHCC succeeds in a court action to invoke injunctive relief for a violation of this agreement, the Contractor shall pay reasonable attorney's fees and costs to the MHCC. The Contractor agrees to indemnify and hold harmless the MHCC for any harm to third parties resulting from any breach by the Contractor of the terms of this Agreement and to cooperate with the MHCC in its defense of any third party claim involving the Contractor's activities under this agreement.

6. **Rights in Data.** The parties agree that the MHCC retains all ownership rights to the data files referenced by this agreement and that the Contractor does not obtain any right, title, or interest in the data furnished by the MHCC. The Contractor agrees to provide a copy of its study findings to the MHCC at the time that it is published.

7. **Modification.** The terms of this agreement may only be changed by a written modification to this agreement, or by the parties adopting a new agreement.

8. **Jurisdiction.** The terms of this agreement shall be governed by the laws of Maryland and the Contractor acknowledges doing business in Maryland and agrees to submit to the jurisdiction of the courts of Maryland in the event of an alleged breach of this agreement.

9. **Custodian.** The following named individual is designated as "Custodian" of the files on behalf of the Contractor and will be personally responsible for the observance of all Conditions of Use, for the protection of confidentiality and security of the data, and for other obligations under this agreement.

10. **Acknowledgements and Signatures.** On behalf of the Contractor, _____, the undersigned individual hereby attests authorization to enter into this agreement and agrees to all the terms specified herein.

_____

Date

_____

Printed Name

_____

Signature

MHCC DATA USE AGREEMENT

As required in Paragraph 9 above, the Custodian acknowledges appointment as Custodian of the aforesaid data files and information on behalf of the Contractor, and agrees personally and in a representative capacity to comply with all of the provisions, conditions, and terms of this agreement.

_____

Date

_____

Name and Title of Custodian Typed or Printed

_____

Signature